

Kingsley-Pierson CSD

Kingsley-Pierson EA/ISEA

7/1/2006 6/30/2007

MASTER AGREEMENT

between

**KINGSLEY-PIERSON
COMMUNITY SCHOOL**

and

**KINGSLEY-PIERSON
EDUCATION
ASSOCIATION**

2006-2007

COMPREHENSIVE MASTER CONTRACT

**Negotiated between
THE KINGSLEY-PIERSON
EDUCATION ASSOCIATION
and the
KINGSLEY-PIERSON COMMUNITY SCHOOL
DISTRICT BOARD OF DIRECTORS**

**July 1, 1990 to June 30, 1992
July 1, 1992 to June 30, 1994
July 1, 1994 to June 30, 1995
July 1, 1995 to June 30, 1996**

**July 1, 1996 to June 30, 1997
July 1, 1997 to June 30, 1998
July 1, 1998 to June 30, 1999
July 1, 1999 to June 30, 2000**

**July 1, 2000 to June 30, 2001
July 1, 2001 to June 30, 2002
July 1, 2002 to June 30, 2003
July 1, 2003 to June 30, 2004**

**July 1, 2004 to June 30, 2005
July 1, 2005 to June 30, 2006
July 1, 2006 to June 30, 2007**

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ARTICLE 1

GENERAL CONTRACT PROVISIONS

A. DEFINITIONS

1. The term "Board", as used in this Agreement, shall mean the Board of Education of the Kingsley-Pierson Community School District or its duly authorized representatives.
2. The term "District", as used in this Agreement, shall mean the Kingsley-Pierson Community School District.
3. The term "Employee", as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
4. The term "Association", as used in this Agreement, shall mean the Kingsley-Pierson Education Association or its duly authorized representatives or agents.
5. Included in this bargaining unit shall be all regular and part-time professional employees including: Classroom teachers K-12, librarian, special teachers, Chapter I teachers and guidance counselor.

B. PRINTING

Within thirty (30) days following the signing of this Agreement and upon joint approval of the format, copies of this Agreement shall be printed.

The Kingsley Pierson Education Association will be provided with twenty (20) copies of the Master Contract. All K.P.E.A. members will receive a copy. All costs of printing the Agreement shall be shared equally by the parties.

C. NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to any provision of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to:

Board of Education
Kingsley-Pierson Community School District
Kingsley, Iowa 51028

2. If by Board, to:

President
Kingsley-Pierson Education Association
Home address as specified to the Board

ARTICLE 2

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A "grievance" shall mean only a claim that there has been a violation, misinterpretation, or a misapplication of a specific provision of this Agreement.

2. Grievant

A "grievant" is the employee or the Association making the complaint.

3. Days

The term "days", as used in this Article, shall mean:

- a. employee workdays, unless otherwise specified, during the regular school year, and
- b. calendar weekdays, except Saturdays, Sundays, and holidays, during the summer vacation period.

B. GENERAL PROCEDURE

1. Time Limits

The number of days indicated at each level shall be considered as a maximum. The time limits specified may, however, be extended by mutual written agreement.

The failure of a grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.

2. Exception

When in the judgment of either party a grievance involves a matter over which a principal has no authority to grant the appropriate relief, the

grievance shall be initiated at the second step within twenty (20) days of the act giving rise to the grievance.

3. Continuity of Instructional Program

It is agreed that any investigation or processing of any grievance by the grievant shall be conducted so as to result, insofar as possible, in no interference with or interruption of the instructional program of the grievant or of the teaching staff.

C. INDIVIDUAL RIGHTS

A grievant may be represented at all pre-arbitration stages of the grievance procedure by himself or herself, or, at his or her option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at step 2 and step 3 of the grievance procedure.

D. PROCEDURE

Step 1. The parties in interest acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. Within fifteen (15) days following the act which is the basis of the complaint, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant and the Association, if requested by the grievant, and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Step 2. If the grievant is not satisfied with the disposition of his or her grievance at Step 1, or if no decision has been rendered within ten (10) days after presentation of the grievance, then the grievance may be referred to the Superintendent or his or her official designee. The Superintendent shall arrange for a hearing with the grievant and the Association to take place within five (5) days of his or her receipt of the appeal. The parties in interest shall have the right to include in the representation such witnesses and representatives as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearings, the Superintendent will have five (5) days to provide his or her

written decision, together with the reasons for the decision, to the Association.

Step 3. Binding Arbitration

a. If the grievant is not satisfied with the disposition of his or her grievance at Step 2, or if no decision has been rendered within five (5) days after he or she has first met with the Superintendent, he or she may, within five (5) days after a decision by the Superintendent or fifteen (15) days after he or she has first met with the Superintendent (whichever is sooner), request in writing that the Association submit his or her grievance to arbitration. If the Association determines that the grievance has merit, it may, by written notice to the Superintendent within fifteen (15) days after the receipt of the request from the aggrieved person, submit the grievance to binding arbitration.

b. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and Association may attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the 10 day period, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association.

c. The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue his or her decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him or her. The arbitrator's decision will be in writing and will set forth his or her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to recommend any decision which requires the commission of an act prohibited by law or which violates, modifies or alters the terms of the Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and his or her travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

E. SEPARATE GRIEVANCE FILE

All grievances, responses to grievances, and grievance awards and reference to grievances shall be kept in a separate grievance file and shall not be kept in the personnel file of any of the participants.

F. GRIEVANCE FORMS

Grievances shall be filed on the form attached hereto as Schedule "D" or, if such form is unavailable, shall contain all of the information required by said form. Forms shall be available in the principals' offices and a supply of forms shall be given to the Kingsley-Pierson Education Association President upon his or her request. In the event that the information required by the form is not provided, the District shall not be required to process the grievance.

ARTICLE 3

HOURS OF WORK

- A. The workday shall begin at 8:00 a.m. and end at 4:00 p.m., except on Fridays and days preceding holidays when the workday shall end five (5) minutes after the shuttle buses depart.
- B. The building principal shall have the discretion to release an employee or employees from assigned duties during the workday.
- C. In case of inclement weather on days of late arrival, teachers shall report to work one-half hour before the student day. On days of early dismissals teachers may leave five (5) minutes after the shuttle buses have left the school grounds.
- D. **LUNCH PERIOD**
 - 1. Each full-time employee shall receive a lunch period of not less than twenty-five (25) minutes per day. Part-time employees with greater than fifty percent (50%) contracts shall receive a lunch period of not less than twenty-five (25) minutes per day.
 - 2. When a secondary employee or an employee who teaches in grades 6-8 is required to perform duties during his or her lunch period, he or she shall receive a free school lunch for that period. Any Pre-K-5 teacher shall receive a free lunch whenever their lunch period is not duty-free or they perform noon duties outside the lunchroom.
 - 3. The administration shall make every attempt to insure that lunch periods shall be duty-free as much as possible. This provision shall not be subject to the grievance procedure for the 1990-91 contract year.
- E. **BREAK PERIOD**

Each full-time employee shall receive an average of one (1) break period per day. Full-time kindergarten teachers shall not be assigned duties immediately before and after the student day. For purposes of this provision, high school teachers with contracts equal to or greater than four periods per day and elementary and middle school teachers with contracts equal to or greater than five class periods per day shall be treated as full-time employees. Employees with contracts for less than those amounts shall not be required to perform duties supervising students before and after school.

F. EXTRA DUTIES

1. Employees may be required to attend open houses, dances, homecoming activities, music contests and class-sponsored activities for their level.
2. Whenever such activities occur during the evening, the workday shall end five (5) minutes after the shuttle buses depart. Whenever parent-teacher conferences are held in the evening on two (2) days, employees shall not be required to work on the following Friday. Whenever parent-teacher conferences are held in the evening on only one (1) day, employees shall not be required to work on the following Friday afternoon.

G. ROTATING DUTIES

It is understood that the School District has a policy of rotating duties for supervising students until 4:00 p.m. Nothing in this Article shall preclude the District from continuing that practice even when most employees are allowed to depart before 4:00 p.m. This supervisory duty shall not count as an extra duty as defined in Article 5, Supplemental Pay.

ARTICLE 4

WAGES

A. SALARY SCHEDULE

The salary of each employee covered by the regular salary schedule is set forth in Schedule "A", which is attached hereto and made a part hereof. Part-time employees shall receive compensation in a ratio proportionate to their part-time service.

If legislation regarding Phase I and II is amended or if the funding formula or monies appropriated for Phase I and II are changed, then the integrated Phase I and II monies shall be removed from the salary schedule.

B. PLACEMENT ON SALARY SCHEDULE

1. Adjustment to Salary Schedule

Each current employee shall be placed one (1) additional incremental step in his or her proper educational lane beyond his or her step placement on the 1993-1994 salary schedule.

2. Credit for Experience

Upon initial employment, credit up to and including the eighth (8th) step of the appropriate educational lane shall be given for previous outside teaching experience, which is related to the subject matter area(s) which the employee is hired to teach, in a duly accredited school district. The Board in its discretion may grant further credit for additional years of such experience.

C. ADVANCEMENT ON SALARY SCHEDULE

1. Increments

Employees on the regular salary schedule shall be granted one (1) incremental or vertical step on the schedule for each year of service until the maximum for their education classification is reached. A year of service consists of employment in the District for ninety (90) consecutive days or more in one (1) school year.

2. Educational Lanes

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. In order to change educational lanes, employees wishing to do so must notify the Superintendent in writing before May 1 of the year preceding the year for which they seek a lane change. If the employees' request for a lane change is granted, a written agreement signed by the Superintendent and the employee shall be placed in the file stipulating that the hours shall apply toward professional advancement.

Employees must file an official transcript of credits no later than September 1 or the first student class day of the year for which they seek a lane change. Employees who fail to give notice of planned changes in lanes or who fail to meet the September 1 deadline shall not be entitled to a lane change until the succeeding school year. Exceptions to the deadlines shall be granted when the circumstances causing the delay are beyond the control of the employee.

D. METHOD OF PAYMENT

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the 20th of each month.

2. Exception

When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous working day.

3. Summer Checks

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee unless the employee requests that he or she be allowed to pick up his or her check in person.

E. DAYS OF COMPENSATION

School year shall consist of one hundred ninety (190) teacher contract days, of which:

1. One hundred eighty (180) shall be student contact days,
2. Three (3) days shall be paid holidays, which may not be student contact days nor in-service days.
3. Each evening of parent-teacher conferences shall count as one/half (1/2) in-service day.

F. COMPLIMENTARY PASSES

All certified teaching staff and their spouse will be provided complimentary athletic passes.

ARTICLE 5

SUPPLEMENTAL PAY

A. EXTRA-CURRICULAR ACTIVITIES

Employees assigned extra-curricular activities shall be compensated in accordance with Schedule "B", which is attached hereto and made a part hereof. Prior to assigning employees to the extra-curricular duties listed on Schedule "B", the District shall seek volunteers from the bargaining unit to fill the positions. If the positions cannot be filled on a voluntary basis, the district reserves the right to assign Schedule "B" duties.

B. EXPENSES OF TRAVELING EMPLOYEES

1. Employees who are required to use their own car to conduct school business shall be paid at the maximum rate authorized by Iowa law.
2. When the Board requires an employee to perform bus driving duties, the board shall pay the cost of the chauffeur's license.

C. EXTRA DUTY ASSIGNMENTS

1. Each employee may be required to perform a minimum of six (6) duties at school events other than those specified in Article 3(f) and which are not compensated by Schedule "B" (bus driving not included). The duties shall be divided as evenly as possible among the available employees.
 - a. Each employee shall be paid \$25.00 per duty performed, payable quarterly, and it shall be the responsibility of each employee to report such duties to the principal before the payment dates.
 - e. Each certified staff member driving a bus for Junior and Senior High extra-curricular games and contests outside of school time will be paid \$25.00 per activity or round trip.
 - e. Each teacher with a concession stand duty will be paid \$25.00.
2. Part-time employees shall be required to perform extra duties on a pro-rata basis.

3. A list of duties shall be provided by the first week of school.
4. Each employee's extra-curricular duties shall not include more than one (1) Saturday unless the employee agrees or so requests.
5. A teacher must be notified of any changes at least one (1) week prior to the event.

D. ICN INSTRUCTION

Teachers teaching a class over the ICN will be compensated \$200.00 per semester for additional time required for preparation and delivery of educational services.

ARTICLE 6

INSURANCE

A. HEALTH AND MEDICAL

1. Definitions

a. Single Coverage

"Single Coverage" shall be defined as the amount necessary to insure an individual employee

b. Family Coverage

"Family Coverage" shall be defined as the amount necessary to insure the members of an employee's immediate family in addition to the amount needed to insure the individual employee.

2. Each full time employee, hired prior to January 1, 2002, shall receive single coverage at a level of benefits not less than those in effect during the 1989-90 school year, under the group insurance plan approved through the negotiation process.
3. Any full time employee who desires to insure his/her immediate family shall receive family coverage at a level of benefits not less than those in effect during the 1989-90 school year under the group insurance plan approved through the negotiation process. Employees hired after January 1, 2002, will have the additional cost to insure dependents deducted from their paycheck.
4. In lieu of family coverage described above, a full-time continuing employee, hired prior to January 1, 2002, may elect to receive an amount equal to the difference in the premium between single and family premium in additional salary payable in accordance with Section D of Article 4: Wages. The employee must notify the employer in writing by May 15 of each contract year whether he/she wants such family coverage or such additional salary for the following year. If the employee does not notify the employer by May 15, the employee will receive the same benefit (family insurance or cash-in-lieu) that the employee received the previous year.

5. Employees hired after January 1, 2002, must take single insurance coverage with 100% of the single insurance premium being paid by the District. No cash in lieu will be offered to employees hired after January 1, 2002, and family insurance will be a payroll deduction.

B. LIFE

The Board shall provide \$10,000.00 term life insurance for each full time employee.

C. COVERAGE

The Board-provided insurance program shall be for twelve (12) consecutive months beginning July 1, 1994, and continuing thereafter in accordance with the duration of this Agreement. employees new to the District shall be covered by Board- provided insurances no later than one (1) month after their initial workday. In order to be entitled to receive insurance benefits, employees must timely elect the appropriate single or family coverage during the time of enrollment under the insurance contract (e.g. at the time Carriers are changed at the time of hire or at the time of certain other life event as specified in the insurance contract). If the employee fails to elect coverage for himself or herself or for family members at the appropriate time of enrollment, then the person (s) for whom coverage is sought must meet the requirements of the insurance carrier including medical underwriting or proof of insurability.

D. REGULAR PART-TIME EMPLOYEE COVERAGE

Each regular part-time employee may participate in the health and major medical and term life insurance programs. The Board shall pay a percentage of the premium or cash-in-lieu benefit (for those hired prior to January 1, 2002) equal to the part-time portion of the employee's contract. A participating employee shall pay the appropriate difference in the premium through payroll deduction.

ARTICLE 7

HEALTH AND SAFETY

A. HEALTH

1. Bus Driving Duties

If the Board requires an employee to perform bus driving duties, the Board agrees to pay up to fifty dollars (\$50.00) toward the cost of the physical examination required of bus drivers by the rules of the Department of Public Instruction (including a check for tuberculosis).

2. The Board shall pay the full costs of any physical examination, laboratory tests, and x-rays required by the employer as a condition of employment for continuing employees (other than the DPI required triennial physical examination), and the Board shall have the right to select the physician and/or hospital to be used.

B. SAFETY

1. Such special clothing, equipment, and devices as are required by law shall be provided to the employee at the District's expense.
2. The District shall provide a safe environment as prescribed by law.

ARTICLE 8

LEAVES OF ABSENCE

A. SICK LEAVE

1. All employees shall be granted sick leave with a maximum accumulation to one hundred twenty (120) days. Days shall be accumulated in the following manner:

a.	First year of employment.....	10 days
b.	Second year of employment.....	11 days
c.	Third year of employment.....	12 days
d.	Fourth year of employment.....	13 days
e.	Fifth year of employment.....	14 days
f.	Sixth year of employment.....	15 days

Regular part-time employees shall receive benefits in a ratio proportionate to their part-time service. Employees hired after the commencement of the school year shall receive sick leave benefits prorated to the date on which they are scheduled to report for duty. Teachers with previous teaching experience shall receive up to ten (10) additional days of sick leave upon proof that he or she had accumulated such days in *his or her previous district.

2. Employees shall be notified by September 15 of the number of accumulated sick leave days available.
3. Sick leave may be used only when an employee is unable to perform his or her duties due to illness. Sick leave may be used in minimum increments of one-half (1/2) day.

B. EXTENDED LEAVE

1. A leave of absence without pay for up to one (1) year shall be granted by the Board to any employee who is unable to work because of personal illness or disability and who has exhausted all sick leave, or to any employee because of the chronic or serious illness, death or disability of a member of the employee's family.

Additional leave may be granted at the discretion of the Board.

2. The employee shall have the opportunity to continue all fringe benefits at the employee's expense if the insurance program (s) then in effect allow the employee to do so.
3. Return from extended leave shall be at the beginning of the school year or at mid-year.
4. An employee whose individual employment contract includes extra-curricular duties compensated under Schedule "D" of this agreement and who has been granted an extended leave of absence may be required upon return to fulfill the same extra-curricular duties as he/she performed upon beginning the leave, but the Board shall neither be required to make said duties available to the employee nor to compensate him/her as provided in the employee's individual contract unless the Board requires him/her to perform such duties.
5. An individual hired to replace an employee on extended leave shall be subject to discharge upon the employee's return.

C. TEMPORARY LEAVES OF ABSENCE

The following leaves of absence shall be non-accumulative. Regular part-time employees shall receive benefits in a ratio proportionate to their part-time service.

1. Personal
 - a. Each employee shall be granted two (2) days of paid personal leave to be used for personal business.
 - b. Requests for personal leave shall be made in writing four (4) school days in advance of the date of the employee's intended absence.
 - c. Requests for personal leave must be approved by the employee's principal and the Superintendent.
 - d. No personal leaves shall be granted for the day immediately preceding or the day immediately following a holiday, an in-service day, or for the day immediately preceding the commencement of vacation or the day following the end of a vacation period. Personal leaves shall not be granted during the last four (4) weeks of the school year except at the Superintendent's discretion for events which cannot be scheduled at another time.

- e. No more than two (2) employees shall be permitted to take personal leave on the same day. Leaves shall be granted on a first come, first served basis.

2. FAMILY ILLNESS

Up to three (3) days per year, accumulative to six (6) days shall be granted to each employee for any type of illness in the employee's immediate family. Immediate family shall include parents, father-in-law, mother-in-law, grandchildren, grandparents, siblings, children or spouse.

3. JURY DUTY AND COURT APPEARANCES

Any employee who is summoned for jury duty during school hours by any person or party, and any employee who is subpoenaed by any person or party to appear in any court proceeding shall be provided leave for such duty and appearances.

The School District shall pay the employee the difference between the fees or remuneration granted by the court or subpoenaing party and the regular District pay.

4. PROFESSIONAL LEAVE

The School District encourages professional growth. Employees may be allowed to attend professional meetings if approved in advance by the employee's principal. An employee who is appointed to a state commission or committee dealing with education shall be granted leave for the meeting days throughout the school year.

5. ASSOCIATION LEAVE

Up to four (4) days shall be available for Association leave. No more than two (2) days shall be used by any one (1) employee. Notification shall be given to the Superintendent in writing at least one (1) week in advance. The Association shall reimburse the District for the cost of a substitute.

6. BEREAVEMENT

10 DAYS	Spouse.
5 DAYS	Son, daughter, mother, father, sister, brother, step-child, and/or legal dependents.

- child, and/or legal dependents.
- 5 DAYS Grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, and daughter-in-law, provided the travel distance is over 250 miles.
- 4 DAYS Grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, and daughter-in-law, provided the travel distance is 250 miles or less.
- 3 DAYS Grandmother, grandfather, niece or nephew.
- 1 DAY Per occurrence for the death of any other relative of the employee.
- 1 DAY One (1) day per contract year for a non-family member with the cost of the substitute teacher to be deducted from the employees salary.

7. DISCRETIONARY LEAVE

The Superintendent may grant leaves of absence with or without pay for good reason.

ARTICLE 9

EVALUATION PROCEDURES

A. NOTIFICATION

The District will, within four (4) weeks after the start of the school year, acquaint employees with the evaluation procedures and discuss with the bargaining unit members the criteria that will be used in the evaluation as set forth in the evaluation instrument. No formal evaluation shall take place until such orientation has been completed.

B. FORMAL OBSERVATION

Each employee shall be formally observed at least once each semester during the employee's period of probation. Each employee no longer on probation shall be formally observed at least once every three (3) years for the purpose of formal evaluation. Each employee shall receive advance notification as to the date and time of the observation.

C. WRITTEN EVALUATION

Evaluations shall be reduced to writing and a copy of the evaluation given to the employee within seven (7) days of the observation. The employee may respond to the evaluation including pointing out where the employee believes the evaluation is unfair, unjust, or inaccurate and submit a written response to the employee's evaluator. The response shall be attached to any file copy of the employee's evaluation. The employee shall be asked to sign the written evaluation.

However, such signature shall only indicate the employee's awareness of the evaluation and shall not be interpreted to mean agreement with the evaluation.

D. OTHER EVALUATIONS

The foregoing deals with but a single method of teacher evaluation. Nothing in this Article is to be construed as precluding evaluation by means other than classroom observation, but such employees' evaluations shall be limited to job-related responsibilities.

The employee has the right to review all evaluation documents and to respond in writing to all evaluation comments entered in the file.

E. REMEDIATION

The conference between the employee and the evaluator shall be held within ten (10) days of the observation. The evaluator shall identify all of the alleged deficiencies of the employee. If deficiencies are identified, the evaluator shall include in the written evaluation suggestions for the improvement of such deficiencies.

F. GRIEVANCE OF EVALUATIONS

If the employee's performance is rated less than "satisfactory" overall, the employee may grieve. The evaluation shall be sustained unless it is arbitrary, capricious, or without basis in fact. The grievant shall have the right to challenge the individual marks which led to the overall evaluation.

ARTICLE 10

TRANSFER PROCEDURES

A. DEFINITION

Any change in an employee position involving one or more of the following criteria shall be considered a transfer: (a) a movement of an employee between any of the following classifications: K-5, 6-8 and 9-12; (b) in grades 6-12 movement from one building to another.

B. VOLUNTARY TRANSFERS

1. When a vacancy occurs, the vacancy shall be posted in all buildings. Employees who desire a transfer for a position shall make application to the Superintendent's office in writing within five (5) days of the posting.
2. All employees who have notified the Superintendent's office shall be interviewed within ten (10) days of the closing of the application period.

C. INVOLUNTARY TRANSFERS

1. When a vacancy occurs, it shall first be posted for applications for a voluntary transfer.
2. If no employee who is certified for the position requests a transfer, the Board retains the right to involuntarily transfer an employee to such vacancy.
3. The Superintendent in his or her discretion shall determine the employee to be transferred.
4. The employee shall be given thirty (30) days notice of such involuntary transfer when possible. If thirty (30) days notice cannot be given, then such notice as is possible shall be given.
5. The employee shall be given written reason (s) for the transfer.
6. The employee's stated contract time shall not be reduced unless Iowa Code Chapter 279 procedures are employed.

ARTICLE 11

STAFF REDUCTION PROCEDURES

A. COVERAGE

All employees are covered.

B. CLASSIFICATION

Employees shall be classified in the following manner for purposes of staff reductions and shall be laid off in accordance with said classifications: K-5, 6-8, and 9-12. Reduction in the 6-8 and 9-12 grade level classifications shall be within subject matter areas (e.g., social studies, science, physical education, etc.), and special programs (federal or state) funded by earmarked monies.

C. LAYOFF PROCEDURES

1. The board shall first attempt to make all reductions in staff through attrition. Attrition shall only be deemed to have occurred where the Superintendent has received resignations on the classification in which reduction is sought prior to March 1 of the appropriate year.
2. If attrition does not accomplish a reduction, then the employee to be reduced shall be an employee who possesses temporary certification in the classification in which the reduction shall be accomplished in accordance with the following paragraph.
3. In determining the employees to be laid off, the Superintendent shall consider the following: breadth of certification endorsements, evaluations and depth of educational preparation. Regardless of an employee's certification, the Superintendent shall be required to judge the above only within the classification where the reduction is taking place. Where the Superintendent determines that the certification endorsements, evaluations, educational preparation, and involvement in co-curricular and extra-curricular activities are equal, the employee with the fewest years of experience shall be laid off.
4. The effective date of layoff shall be the last contracted day on which the employee performs his/her services for the District.

D. RECALL PROCEDURES

1. An employee shall be entitled to exercise his/her recall rights on the first workday following the date of the final action by the Board to terminate his/her employment and for two (2) years thereafter.
2. The Board shall have the right to determine what vacancies exist, the date on which a vacancy will occur, and whether a vacancy is to be filled by a member of the bargaining unit.
3. Recall to positions to be filled by members of the bargaining unit shall be in reverse order of layoff. Recall shall be open to employees possessing certification for the available position.
4. Employees who are offered recall shall have only one (1) opportunity to accept or reject a job offer by the Board; however, an employee may refuse recall to a position which is not equivalent in time to his or her former position without waiving his or her recall rights.
5. The Board shall notify an employee of his/her recall in writing by certified mail to the employee's address on file with the Board. An employee's failure to respond affirmatively in writing with fifteen (15) calendar days, excluding Saturdays, Sundays, and holidays, after mailing of the recall letter shall result in the termination of the employee's recall rights. If a recall letter which is addressed to the address supplied by the employee and which contains the required postage is returned to the Board by the U.S. Postal Service, then the employee's recall rights shall terminate.
6. Any employee who resigns upon request for reasons of staff reduction shall be accorded the recall rights provided by this policy unless specifically waived in writing.

ARTICLE 12

DUES DEDUCTIONS

A. AUTHORIZATION

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set forth in Schedule "C".

B. REGULAR DEDUCTION

Pursuant to a deduction authorization, the Board shall deduct one-twelfth (1/12th) of the total dues from the regular salary check of the employee each month.

C. PRO-RATED DEDUCTION

Employees who begin deduction after September shall have the total dues pro-rated on the basis of the remaining months of employment through August.

D. DURATION

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and to the Authorization.

E. TERMINATION

Any employee who terminates employment prior to June shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made therefor.

F. OTHER PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities and insurances.

G. HOLD HARMLESS

The Association agrees to indemnify and hold harmless the Board, each individual member of the Board, and all agents of the Board against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions of the Agreement between the parties for dues deductions.

ARTICLE 13

IN-SERVICE TRAINING

- A. There shall be an In-Service Advisory Committee consisting of an administrator, elementary teacher, middle school teacher and high school teacher. The Association shall appoint the teachers to serve on the committee.
- B. Whenever there is to be an in-service day, the committee shall meet and prepare recommendatins for the in-service day.
- C. The committee shall present its recommendations to the Superintendent.
- D. The committee's recommendations shall not be binding on the Superintendent.

ARTICLE 14

DURATION AND SIGNATURE

A. DURATION

This agreement shall be effective July 1, 2000, and continue in effect until June 30, 2001, subject to re-opening for negotiations each year on the following items:

1. Schedule "A", Salary Schedule
2. Insurance

B. SIGNATURE CLAUSE

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiations chairpersons, and their signatures placed thereon, all on the 13th
April, 1998.

FOR THE ASSOCIATION

(Signed) MARILYN PUTTMANN

(President)

(Signed) DOLORES COUGHENOUR

(Negotiator)

FOR THE BOARD

(Signed) TODD J. HENRICH

(President)

(Signed) JOHN GALLES

(Negotiator)

FEBRUARY 12, 1990
Date _____

FOR THE ASSOCIATION

(Signed) RANDY DAY

(Negotiator)

FEBRUARY 5, 1992
Date _____

FOR THE BOARD

(Signed) BARBARA J. FLETCHER

(Negotiator)

FOR THE ASSOCIATION

(Signed) CHARLOTTE GERNHART

(Negotiator)

Date: MARCH 22, 1993

FOR THE BOARD

(Signed) ROBERT R. BAHL

(Negotiator) (Superintendent)

FOR THE ASSOCIATION

(Signed) LINDA A. PUTTMANN

Date: MAY 13, 1994

FOR THE BOARD

(Signed) BARBARA J. FLETCHER

FOR THE ASSOCIATION

(Signed) ROGER WRIGHT

(Negotiator)

Date: MAY, 1995

FOR THE BOARD

(Signed) GREGG ROEPKE

(Negotiator)

FOR THE ASSOCIATION

(Signed) DEBRA WENHAM

(Negotiator)

DATE: MAY, 1996

FOR THE BOARD

(Signed) GREGG ROEPKE/CHUCK HARDIE

(Negotiators)

FOR THE ASSOCIATION

(Signed) JUDY HAYWORTH

(Negotiator)

DATE: May 17, 1997

FOR THE BOARD

(Signed) GREGG ROEPKE/CHUCK HARDIE

(Negotiators)

FOR THE ASSOCIATION

SANDRA KRIEG (Signed)
(Sandra Krieg, President)

JOLENE TODD (Signed)
(Jolene Todd, President)

Date: APRIL 13, 1998

FOR THE BOARD

DAN HAGAN (Signed)
(Dan Hagan, Negotiator)

CHUCK HARDIE (Signed)
(Chuck Hardie, Negotiator)

Date: APRIL 13, 1998

FOR THE ASSOCIATION

SANDRA KRIEG (Signed)
(Sandra Krieg, President)

FOR THE BOARD

DAN HAGAN (Signed)
(Dan Hagan, Negotiator)

Chuck Hardie
(Chuck Hardie, Negotiator)

April 12, 1999
(Date)

FOR THE ASSOCIATION

LINDA PUTTMANN (Signed)
(Linda Puttmann, President)

FOR THE BOARD

CHARLES HARDIE (Signed)
(Charles Hardie, Negotiator)

Julie Hlas (Signed)
(Julie Hlas, Negotiator)

April 10, 2000
(Date)

FOR THE ASSOCIATION

KELLEY COLFACK (Signed)
(Kelley Colfack, President)

FOR THE BOARD

DAN HAGAN (Signed)
(Dan Hagan, Negotiator)

Chuck Hardie
(Chuck Hardie, Negotiator)

March 1, 2001
(Date)

FOR THE ASSOCIATION

JOAN HAGAN (Signed)
(Joan Hagan, Co-President)

VALERIE SITZMANN (Signed)
(Valerie Sitzmann, Co-President)

March 11, 2002
(Date)

FOR THE BOARD

CHUCK HARDIE (Signed)
(Chuck Hardie, Negotiator)

BUD HERBOLD (Signed)
(Bud Herbold, Negotiator)

FOR THE ASSOCIATION

JOELLEN RIEMENSCHNEIDER (Signed)
JoEllen Riemenschneider, President

VALERIE SITZMANN (Signed)
(Valerie Sitzmann, President)

April 21, 2003
(Date)

FOR THE BOARD

CHUCK HARDIE (Signed)
Chuck Hardie

BUD HERBOLD (Signed)
(Bud Herbold, Negotiator)

FOR THE ASSOCIATION

JOELLEN RIEMENSCHNEIDER (Signed)
JoEllen Riemenschneider, President

February 23, 2004
(Date)

FOR THE BOARD

TIM SUDBECK (Signed)
Tim Sudbeck, Board President

FOR THE ASSOCIATION

SANDRA KRIEG (Signed)

Sandra Krieg, Co-President

LINDA PUTTMANN (Signed)

Linda Puttmann, Co-President

March 10, 2005

(Date)

FOR THE BOARD

TIM SUDBECK (Signed)

Tim Sudbeck, Board President

FOR THE ASSOCIATION

MINDY DUNNE (Signed)

(Co-President)

LINDA PUTTMANN (Signed)

(Co-President)

April 25, 2006

(Date)

FOR THE BOARD

TIM SUDBECK (Signed)

(Negotiator)

SCOTT BOHLE (Signed)

(Negotiator)

SALARY SCHEDULE 2006-2007 SCHOOL YEAR

KINGSLEY-PIERSON COMMUNITY SCHOOL

YRS EXP:	BA+30				
STEP	BA	BA+10	BA+20	or MA	MA+10
0 A1	22900	23816	24732	25648	26564
0 A2	30186	31102	32018	32934	33850
1 A1	23816	24732	25648	26564	27480
1 A2	31102	32018	32934	33850	34766
2 A1	24732	25648	26564	27480	28396
2 A2	32018	32934	33850	34766	35682
3 A1	25648	26564	27480	28396	29312
3 A2	32934	33850	34766	35682	36598
4 A1	26564	27480	28396	29312	30228
4 A2	33850	34766	35682	36598	37514
5 A1	27251	28167	29083	29999	30915
5 A2	34537	35453	36369	37285	38201
6 A1	27938	28854	29770	30686	31602
6 A2	35224	36140	37056	37972	38888
7 A1	28625	29541	30457	31373	32289
7 A2	35911	36827	37743	38659	39575
8 A1	29312	30228	31144	32060	32976
8 A2	36598	37514	38430	39346	40262
9 A1	29999	30915	31831	32747	33663
9 A2	37285	38201	39117	40033	40949
10 A1	30686	31602	32518	33434	34350
10 A2	37972	38888	39804	40720	41636
11 A1	31373	32289	33205	34121	35037
11 A2	38659	39575	40491	41407	42323
12 A1	32060	32976	33892	34808	35724
12 A2	39346	40262	41178	42094	43010
13 A1	32747	33663	34579	35495	36411
13 A2	40033	40949	41865	42781	43697
14 A1	33434	34350	35266	36182	37098
14 A2	40720	41636	42552	43468	44384
15 A1	-----	35037	35953	36869	37785
15 A2	-----	42323	43239	44155	45071
16 A1	-----	-----	-----	37556	38472
16 A2	-----	-----	-----	44842	45758

A1= ALTERNATE 1

For employees hired prior to 01/01/02

A2= ALTERNATE 2

For employees hired after 01/01/02
or for those hired before 01/01/02
that choose to make a permanent
transfer.

Note: Those on Alternate 1 will receive
single and dependent insurance coverage
or single coverage and cash in lieu of
dependent coverage. Those on
Alternate 2 will receive single coverage
with dependent coverage available as a
payroll deduction.

DEPENDENT INSURANCE COST \$7286	A1 BASE	\$22,900
	A2 BASE	\$30,186

GENERATOR BASE FOR SCHEDULE B			21,180		
SR HI COACHING: FB/BB/WR/VB				ANNUAL ADVISOR	2118 10%
HEAD COACHES	2542	12%		DANCE SQUAD	2118 10%
ASST COACHES	1906	9%		BB CHAPERONE	424 2%
HEAD TRACK COACH	1483	7%		CHEERLEADING SPON	424 2%
ASST TRACK	847	4%		QUIZ BOWL	212 1%
GIRLS GOLF	1059	5%		PLAYS: EACH	1271 6%
BOYS GOLF	1059	5%		CONTEST SPEECH	1271 6%
SOFTBALL/BASEBALL	2542	12%		MUSICAL: EA PERSON	847 4%
ASST SB/BSB	1906	9%			
CROSS COUNTRY	1483	7%		JR HI: FB/VB/BB/WR	
				HEAD COACHES	1271 6%
ATHLETIC DIRECTOR	2118	10%		ASST COACHES	847 4%
				HEAD TRACK G & B	635 3%
INSTRUMENTAL MUSIC	1906	9%		ASST TRACK	424 2%
VOCAL MUSIC	1271	6%			
FLAG GIRLS	424	2%		JR HI INSTRUM MUSIC	847 4%
SR/JR HI SUM MUSIC	1906	9%		JR HI VOCAL MUSIC	635 3%
				JR HI FLAG GIRLS	212 1%
				JR HI CHAPERONE	212 1%
				JR HI CHEERLEADING	212 1%

CAREER INCREMENT	250	2ND YR AT BOTTOM OF SCHEDULE
CAREER INCREMENT	250	3RD YR AT BOTTOM OF SCHEDULE

**KINGSLEY PIERSON
SALARY SCHEDULE INDEX**

STEP	BA	BA+10	BA+20	BA+30	MA+10
				or MA	
0 A1	100%	104%	108%	112%	116%
0 A2	100%	104%	108%	112%	116%
1 A1	104%	108%	112%	116%	120%
1 A2	104%	108%	112%	116%	120%
2 A1	108%	112%	116%	120%	124%
2 A2	108%	112%	116%	120%	124%
3 A1	112%	116%	120%	124%	128%
3 A2	112%	116%	120%	124%	128%
4 A1	116%	120%	124%	128%	132%
4 A2	116%	120%	124%	128%	132%
5 A1	119%	123%	127%	131%	135%
5 A2	119%	123%	127%	131%	135%
6 A1	122%	126%	130%	134%	138%
6 A2	122%	126%	130%	134%	138%
7 A1	125%	129%	133%	137%	141%
7 A2	125%	129%	133%	137%	141%
8 A1	128%	132%	136%	140%	144%
8 A2	128%	132%	136%	140%	144%
9 A1	131%	135%	139%	143%	147%
9 A2	131%	135%	139%	143%	147%
10 A1	134%	138%	142%	146%	150%
10 A2	134%	138%	142%	146%	150%
11 A1	137%	141%	145%	149%	153%
11 A2	137%	141%	145%	149%	153%
12 A1	140%	144%	148%	152%	156%
12 A2	140%	144%	148%	152%	156%
13 A1	143%	147%	151%	155%	159%
13 A2	143%	147%	151%	155%	159%
14 A1	146%	150%	154%	158%	162%
14 A2	146%	150%	154%	158%	162%
15 A1	-----	153%	157%	161%	165%
15 A2	-----	153%	157%	161%	165%
16 A1	-----	-----	-----	164%	168%
16 A2	-----	-----	-----	164%	168%

SCHEDULE "C"

DUES DEDUCTION AUTHORIZATION FORM

**(For Employer Use Only)
(Do Not Fill Out)**

Authorization for Payroll Deduction for Education Association Dues.

(Employee No.)

(First Name) (INITIAL) (LAST NAME)

(Date Started)

(Amount)

CHANGES

(Date)

(Amount)

(Date)

(Amount)

(Date)

(Amount)

(Date)

(Amount)

I hereby request and authorize the Board of Education of the Kingsley-Pierson Community School District, as my remitting agent, to deduct from earnings each month until this authorization is changed or revoked as provided herein, 1/12th of the annual rate for the monthly payment of the prevailing annual rate of dues, which amount is to be remitted each month for me and on my behalf to the treasurer of:

**Kingsley-Pierson Education Association
(Affiliate of the UniServe Unit, ISEA, NEA)**

It is understood that this authorization shall begin on the first payroll period following this date at a rate of 1/12th of the annual dues and shall continue through August from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to said organization.

Date _____

Signature _____

Social Security No. _____

SCHEDULE "D"

GRIEVANCE REPORT

Grievance # _____
Date Filed: _____

Kingsley-Pierson Community School District

_____ Building

Name of Grievant _____

Distribution of Form

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

STEP 1

A. Date Violation Occurred _____

B. Section (s) of Contract or Policy Violated

C. Statement of Grievance

D. Relief Sought

(Signature)

(Date)

E. Disposition by Principal or Immediate Supervisor:

STEP 2

A. _____
(Signature of Aggrieved Person) (Date)

B. **Disposition of Superintendent or Designee**

(Signature of Superintendent or Designee) (Date)

PHASE MONIES

For 1998-1999, BA Step 0 shall be \$18,600. In addition, Phase monies under Iowa House File 499 (approved 06/09/87) shall be treated as follows:

1. The Phase I monies shall be used to bring any full-time salaries to \$18,000 and to fund the employer's FICA and IPERS contributions in the amount needed to raise their salary to \$18,000.
2. If there are Phase I funds available in addition to those needed to fund the \$18,000 minimum salary, they will be used first to give a \$300 increase to those persons whose salary is at \$18,000 for 1989-90 and who would not otherwise receive an increase and to fund the employer's FICA and IPERS contributions on their \$300 increase.
3. Any additional Phase I funds shall be treated in a manner similar to Phase II funds.
4. Phase II monies shall be treated as follows:
 - a. \$29,543 of the District's Phase II money will be added into the schedule and the base will be raised appropriately. The remainder of the Phase II money shall be used for the employer's FICA and IPERS payment on the Phase II monies. Once the amount of excess Phase I funds is determined, the parties will prepare a salary schedule showing the appropriate salaries with Phase I and Phase II monies added in.
 - b. If the District receives less than the anticipated Phase II money (\$33,460), the salary schedule will be automatically reduced dollar-for-dollar.
 - c. If the amended finance formula that replaces the current school finance formula produces an amount less than the total of:
 - (1) The Phase II
 - (2) The formula funds from the previous year

- (3) The minimum state growth for the year at issue applied to the previous year then the total base salary shall automatically be reduced on a dollar-for-dollar basis to reflect the dollars not received.
- d. Each year the negotiation procedure will be to reduce the base by the Phase II money: negotiate the settlement or have the fact-finding and arbitration and then add the Phase II money (not including the amounts necessary for the employer's FICA and IPERS share of the Phase II money) on top.
 - a. The number of in-service days as set forth in Section 2, element 2 of the plan;
 - b. The rate of pay as set forth at the end of Section 7 of the plan;
 - c. The Phase III Implementation Committee shall have the sole authority to award and distribute Phase III funds in accordance with the Phase III Plan. No decision of the Phase III Implementation Committee shall be grievable.

INSURANCE ADDENDUM

"SAME DAY SURGERIES"

Under the current plan, most inpatient and outpatient surgeries are paid at 80% up to the usual and customary allowance, following satisfying the annual deductible. There are sixteen (16) specified surgeries, categorized as "Same Day Surgeries". If one of these surgeries is performed on an outpatient basis, the annual deductible is waived and the surgery is paid at 100%. A list of these sixteen (16) surgeries is shown below.

Under the proposed plan, all inpatient and outpatient surgeries would be paid at 80% or 90% depending upon utilization of providers, following satisfying the annual deductible. The "Same Day Surgery" benefit would be eliminated. This would create a 3 1/2% savings.

SAME DAY SURGERY PROCEDURES

OTOLARYNOLOGY/AUDITORY SYSTEM:

Treatment of Open Nasal Fracture
Tonsillectomy/ Adenoidectomy

GENERAL SURGERY/EYE:

Cataract Extraction

GENERAL SURGERY/INTEGUMENTARY SYSTEM:

Excision of Lesion or Skin Biopsies (deep)
Wound Repair and Skin Abrasion (major)

MALE GENITAL SYSTEM:

Orchiopexy

GYNECOLOGY/FEMALE GENITAL SYSTEM/BREAST:

Excision of Breast Tumor (fibrocystic disease only)
Excision of Bartholin's Cyst

GENERAL SURGERY ; DIGESTIVE:

Repair Hernia, any type
Varicose Vein Stripping
Hemorrhoidectomies
Fistulectomy

ORTHOPEDICS/MUSCULOSKELETAL:

Reconstruction of Nail Bed (complicated)
Tenetomies or Arthrotomies
Fractures, Compound
Bilateral Bunionectomy

"CARRYOVER PROVISION"

Under the current plan, to determine deductible or co-insurance satisfaction, treatment or services received by you or by a dependent during the last three months of the calendar year may be counted as if received in either: 1) The calendar year in which actually received; or 2) The next following calendar year; whichever would result in a greater benefit payment.

By removing this provision, the deductible and co-insurance maximums would need to be satisfied on an annual basis. This would reduce your rates by 3%.

"NEW MENTAL HEALTH"

Under the current plan, out-patient mental health claims are paid at 50%. The period of confinement or number of visits is not limited.

Under the new mental health benefits, these charges would be paid the same as any other illness. All out-patient care for mental health and substance abuse would be limited to 30 visits in a calendar year per person and in-patient confinements would be limited to 30 days in a calendar year per person. This would reduce your rates by 1.5%.

The provisions were approved by the Association for the contract year beginning July 1, 1999.

Sandra Krieg

(For the Association)

Mike Sherwood

(For the Board)

KINGSLEY-PIERSON COMMUNITY SCHOOL



P.O. Box 520, 322 Quest Avenue

Kingsley, Iowa 51028-0520

Mike Sherwood, Superintendent



Stewart Goslinga, K-8 Principal

Randy Wiese, High School Principal

Pierson Phone: (712) 375-5939

Kingsley Phone: (712) 378-2861

Kingsley Phone: (712) 378-3729

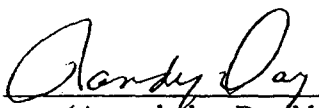
CERTIFIED CONTRACT ADDENDUM

The amount of salary stated in this contract is subject to adjustment in accordance with the provisions of Senate File 2366 which amended Iowa Code Section 294A.5. As amended, Iowa Code Section 294A.5(1) provides that the minimum annual salary paid to a full-time teacher as regular compensation shall be \$23,000.

Affected employees of the Kingsley-Pierson Community School District are to be paid in accordance with the law.

Signed, 
(Board President)

Date: 9-14-98

Signed, 
(Association President)

Date: 9-15-98

Signed, 
(Association President)

Date: 9-15-98